

GOVT. MEDICAL COLLEGE & HOSPITAL, CHANDIGARH  
(ESTABLISHMENT BRANCH-IV)

Endst. No. GMCH/EIV/EA3/2018/4503839 Dated, Chandigarh the, 25 OCT 2018

A copy of letter No. 28/10/94-IH(7)-2018/20774 dated 09.10.2018 received from the Department of Personnel, Chandigarh Administration is forwarded to the followings for information and further necessary action in the matter at their own level, please.

1. All the Office Superintendents (E-I, II, III) and OS (HA-I & II), GMCH, Chandigarh.
2. The System Analyst, IT Centre, GMCH. He is also requested to e-circulate/email the same to all the HODs/Branch Incharges of GMCH Chandigarh.

Encls: As above.

*[Signature]*  
Office Superintendent (Estb.-IV)

*[Signature]*  
25/10/18

No.28/10/94-IH(7)-2018/20774  
Chandigarh Administration  
Department of Personnel

Chandigarh, dated the 9/10/2018

To

DP/GMCH-32

All the Administrative Secretaries/  
Head of Departments/Offices/  
Institutions/Board/Corporations  
Chandigarh Administration

11 OCT 2018

**Subject: Policy regarding engagement of retirees/pensioners on contract basis in various departments of Chandigarh Administration**

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The undersigned is directed to address you on the subject noted above and to state that this department has been receiving references from various departments of Chandigarh Administration regarding engagement of retirees/pensioners on contract basis. The matter has been considered and in order to maintain parity in all the departments of Chandigarh Administration, it has been decided that the retirees/ pensioners should be engaged on the following terms & conditions:-

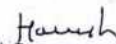

1. The concerned department may fill up the vacant posts pertaining to direct recruitment on contract basis by engaging retiree/ pensioner retired from the Government of India / State Governments / Union Territory Administrations / Boards / Corporations, till the direct recruit is appointed/ joined on that post.
2. The post pertaining to promotion quota may also be filled up by engaging retiree/ pensioner on contract, if, eligible person is not available in the feeding cadre for promotion. As soon as employee in feeding cadre becomes eligible, meeting of DPC should be convened and post be filled up.
3. The engagement of the retiree/ pensioner shall initially be for a period of six months or till the post is filled up on regular basis either by direct recruitment or by promotion, as the case may be, whichever is earlier, further extendable on six monthly basis, but in no case it shall be beyond 65 years. The extension beyond one year on every occasion shall be with the prior approval of Finance Department, Chandigarh Administration.
4. The retiree/ pensioner shall be engaged against the post from which he/ she retired or on equivalent post and not against a post higher than the one he held before retirement.
5. The notice inviting applications from retirees/ pensioners shall be given in newspapers as well as uploaded on the official website of the Chandigarh Administration/Department by the concerned Head of the Department, keeping in view the eligibility criteria for the post(s) on which the retiree/pensioner shall be engaged.
6. The selection will be made by the Committee consisting of Home Secretary, Finance Secretary and Secretary Personnel. Senior most amongst the three officers shall Chair the Committee. The concerned Head of the Department will be the Member Convener of the Committee and will place the case, complete in all respects, before the committee for selection. The retiree/pensioner who will be recommended by the committee shall be engaged with the approval of competent authority as in the case of regular appointment.

7. The pay shall be determined as under:-

The remuneration of retiree/pensioner on his/her engagement will be fixed at the stage i.e. last basic pay drawn by him before retirement minus pension before commutation plus DA as applicable from time to time. No other allowance, whatsoever, shall be payable to him/her. However, he/she will continue to draw separately any pension sanctioned to him/her and shall retain any other form of retirement benefits.

8. The retiree/ pensioner engaged on contract basis shall be entitled for 06 days casual leave during contract of six months and no leave of any other kind will be admissible. In case of availing leave beyond this limit, his/her salary shall be deducted on pro rata basis.
9. The retiree / pensioner engaged on contract basis shall observe office hours as per the norms of the department/ organization in which he/she shall be engaged. Further he/she shall devote his whole time to his duties during the period of contract and shall not accept any other appointment/engagement, paid or otherwise and shall not engage himself/ herself in private practice of any kind during the period of contract.
10. Engaging of retiree/pensioner shall purely be contractual arrangement and he/ she shall have no right against the post whatsoever and shall not be entitled to any other benefit except salary as mentioned above in para 7.
11. The services of retiree/ pensioner shall be discontinued by giving one month's notice from either side at any time. However, the contract of engagement will be discontinued, the moment direct recruitee/promotee, as the case may be, joins the post without giving any notice in this regard.
12. No vigilance/court case/disciplinary action should be pending against retiree/pensioner to be engaged on contract basis.
13. The pensioners/retirees to be engaged shall have to execute an agreement with the HOD of the concerned department, in the form of agreement at **Annexure-A (copy enclosed)**.

The contents of this communication may be brought to the notice of all officers/officials working under your control.

  
Special Secretary Personnel  
for Administrator  
Union Territory, Chandigarh  


**AGREEMENT**

ARTICLES OF AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ BETWEEN \_\_\_\_\_ son of Shri \_\_\_\_\_ at present residing at \_\_\_\_\_ (hereinafter referred to as party of the first part) and the "The Chandigarh Administration" ( hereinafter referred to as "The Administration") of the second part.

WHEREAS it has been agreed between the parties that the party of the first part shall be engaged as \_\_\_\_\_ in the Department/ Office of \_\_\_\_\_ with effect from \_\_\_\_\_ for a period of \_\_\_\_\_ year (s)/month(s) or until further orders on contract basis on the terms and conditions herein contained.

NOW THESE PRESENTS WITNESSES AND THE PARTIES HERETO RESPECTIVELY AGREE AS FOLLOWS:-

1. The Chandigarh Administration has agreed to engage the party of the first part and the party of the first part has agreed to serve the Chandigarh Administration, as \_\_\_\_\_ in the Department/Office of \_\_\_\_\_ with effect from \_\_\_\_\_ for a period of \_\_\_\_\_ year (s)/month(s) or until further orders on contract basis on the terms and conditions herein contained. The party of the first part shall submit himself to the orders of the Chandigarh Administration and of the officers and authorities under whom he may from time to time be placed by the Chandigarh Administration and shall remain in the service subject to the provisions herein contained.

2. The party of the first part shall observe office hours as per the norms of the department/ organization in which / pensioner shall be engaged. Further he/she shall devote his whole time to his duties during the period of contract and shall not accept any other appointment/engagement, paid or otherwise and shall not engage himself/ herself in private practice of any kind during the period of contract.

3. The engagement of the party of the first part as \_\_\_\_\_ in the Department/ Office of \_\_\_\_\_ shall continue for a period of \_\_\_\_\_ year (s)/month(s) or until further orders of the Chandigarh Administration/ Department/Office, subject to the provisions contained in the following clause.

4. The service of the party of the first part be discontinued by giving one month's notice in writing any time during the terms of the engagement under this Agreement either by the party of the first part to the Chandigarh Administration or by the Chandigarh Administration or its authorized officer to the party of the first part without assigning any reasons whatsoever. However, the contract of engagement will be discontinued, the moment direct recruittee/promotee joins the post without giving any notice in this regard.

5. The party of the first part shall be entitled to receive pay/remuneration by either of the following provisions:-

The remuneration of retiree/pensioner on his/her engagement will be fixed at the stage i.e. last basic pay drawn by him before retirement minus pension before commutation plus DA as applicable from time to time. No other allowance, whatsoever, shall be payable to him/her. However, he/she will continue to draw separately any pension sanctioned to him/her and shall retain any other form of retirement benefits.

6. The aforesaid salary shall be paid to the party of the first part for such time as he shall serve under this Agreement and actually perform his/her duties commencing from the aforesaid date and ceasing on the date of his quitting service or on the date of his discharge therefrom or on the expiration of his term of service under this Agreement or on

the day of his death, if he shall die whilst in service. He shall not be entitled to any allowances, financial benefits or concessions as admissible to regular Government employees.

7. Notwithstanding anything hereinbefore, if the party of the first part is required to travel in the interest of the public service, he shall be entitled to travelling allowance on the scale provided in the Punjab Civil Services Rules Volume II (Travelling Allowance Rules), as amended from time to time (which are also applicable to the employees of the Union Territory of Chandigarh) and applicable in the case of corresponding permanent employees of the lowest grade.

8. The party of the first part shall be entitled, subject to the exigencies of public service, to casual leave of six days in six months.

9. The engagement of the party of the first part is purely contractual in nature and does not confer upon him/her any right for regularisation or permanent absorption in Government service. He/She shall not be entitled to any benefit like leave encashment, Provident Fund, Pension, Gratuity, Medical Allowance, Seniority, Promotion etc. or any other benefits available to the Government employees appointed on regular basis.

10. In respect of any matter relating to the conduct, discipline and other conditions of service and in respect of which no provision has been made in this Agreement, the provisions of the Government Employees (Conduct) Rules, 1966 and the Punjab Civil Services (Punishment and Appeal Rules), 1970, or any other rules made or deemed to be made under article 309 of the Constitution of India, as applicable to the employees of UT Chandigarh shall apply to the party of the first part to the extent to which they are applicable to the service hereby provided for and the decision of the Government as to their applicability shall be final.

11. If any declaration given or information furnished by the party of the first part proves to be false or if he/she is found to have willfully suppressed any material information, his/her engagement contract shall be discontinued without any notice and will also be liable for any such other action as the Chandigarh Administration may deem necessary.

12. The stamp duty payable on this Agreement shall be borne by the Chandigarh Administration.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribe their respective hands and seal, the day and year herein above written.

Executed by Shri \_\_\_\_\_  
at \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

WITNESSES

1. \_\_\_\_\_  
2. \_\_\_\_\_

Executed for and on behalf of the  
Administrator, UT, Chandigarh \_\_\_\_\_  
at \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

WITNESSES

1. \_\_\_\_\_  
2. \_\_\_\_\_

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